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1 **UNITED STATES DISTRICT COURT**
2
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 MOOG INC.,

5 Plaintiff,

6 v.

7 SKYRYSE, INC., ROBERT
8 ALIN PILKINGTON, MISOOK
9 KIM, and DOES NOS.1-50,

10 Defendants.

Case No. 2:22-cv-09094-GW-MAR

Hon. George H. Wu

**JOINT STIPULATION REGARDING
DEADLINE FOR MOOG'S MOTION
FOR LEAVE TO FILE AMENDED
COMPLAINT, AND DEFENDANTS'
RESPONSES THERETO**

Complaint Filed: March 7, 2022

Counterclaims Filed: January 30, 2023

1 IT IS HEREBY STIPULATED by and between Plaintiff and
 2 Counterdefendant Moog Inc. (“Moog”), Defendant and Counterclaimant Skyryse,
 3 Inc. (“Skyryse”), Defendant Robert Alin Pilkington (“Pilkington”), and Defendant
 4 Misook Kim (“Kim”) (Kim and Pilkington are collectively referred to as the
 5 “Individual Defendants”) (Moog, Skyryse, and the Individual Defendants are
 6 collectively referred to as the “Parties”) through their respective attorneys of record,
 7 as follows:

8 WHEREAS, on March 7, 2022, Moog commenced this action with the filing
 9 of its Complaint (Dkt. 1);

10 WHEREAS, on May 31, 2022, the Individual Defendants filed a Motion to
 11 Dismiss Moog’s Complaint under Rule 12(b)(6), seeking dismissal of Moog’s
 12 causes of action for Tortious Interference with Prospective Economic Advantage,
 13 Unjust Enrichment, and Civil Conspiracy;

14 WHEREAS, on January 30, 2023, Skyryse served its Answer to Moog’s
 15 Complaint, along with Affirmative Defenses and Counterclaims (Dkt. 348);

16 WHEREAS, on February 21, 2023, Moog filed a Motion to Dismiss all nine
 17 of Skyryse’s Counterclaims under Rule 12(b)(2), (3) and (6) (Dkt. 360);

18 WHEREAS, on April 13, 2023, the hearing took place on the Individual
 19 Defendants’ Motion to Dismiss portions of Moog’s Complaint and Moog’s Motion
 20 to Dismiss Skyryse’s Counterclaims in their entirety;

21 WHEREAS, on April 14, 2023, the Court issued its final ruling regarding the
 22 Individual Defendants’ Motion to Dismiss portions of Moog’s Complaint and
 23 Moog’s Motion to Dismiss Skyryse’s Counterclaims in their entirety (Dkt. 439) (the
 24 “MTD Order”). Therein, the Court granted-in-part and denied-in-part the Individual
 25 Defendants’ Motion to Dismiss Moog’s Complaint, dismissing Moog’s causes of
 26 action against the Individual Defendants for Tortious Interference with Prospective
 27 Economic Advantage and Unjust Enrichment, with leave to amend. The Court
 28

1 granted-in-part and denied-in-part Moog's Motion to Dismiss Skyryse's
2 Counterclaims, dismissing all or portions of Skyryse's counterclaims for Breach of
3 Contract, Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach
4 of Implied Contract, Fraud/Misrepresentation, Tortious Interference with
5 Contractual Relationship, Intentional Interference with Existing Business
6 Relationships, Intentional Interference with Prospective Business Advantage, and
7 Unfair Business Practices in Violation of Cal. Bus. & Prof. Code § 17200, with leave
8 to amend;

9 WHEREAS, the Rule 26 Scheduling Conference was scheduled for April 20,
10 2023 at 8:30 a.m., and the Parties filed their Joint Rule 26(f) Report on April 17,
11 2023 (Dkt. 441);

12 WHEREAS, on April 19, 2023, the Court issued a Scheduling Order and took
13 the Rule 26 Scheduling Conference off calendar (Dkt. 446). The Scheduling Order
14 provides, in relevant part: "Given the Court's ruling on Defendants' motion to
15 dismiss, the plaintiff is given until May 10, 2023 to file an amended pleading and
16 Defendants shall respond by May 31, 2023. Thereafter, any further amendments
17 must be made by motion under Rule 16";

18 WHEREAS, Moog planned to advise the Court during the Rule 26 Scheduling
19 Conference that it intends to amend its Complaint beyond the limited scope of the
20 Court's MTD Order, including to potentially add new claims and/or parties to the
21 case, and to conform to the facts and evidenced obtained since the filing of Moog's
22 initial Complaint more than one year ago;

23 WHEREAS, to promote judicial economy for the Court and all Parties, Moog
24 desires to file a single Amended Complaint, rather than filing an Amended
25 Complaint solely in response to the limited leave granted in the Court's MTD Order,
26 and then simultaneously or subsequently filing a Motion for Leave to File an
27 Amended Complaint afterwards;

1 WHEREAS, because it intends to amend its Complaint beyond the limited
 2 scope of the Court's MTD Order, Moog desires an additional 10 days from the
 3 deadline in the Court's Scheduling Order to file its Motion for Leave to File an
 4 Amended Complaint;

5 WHEREAS, in connection with any forthcoming Motion for Leave to File an
 6 Amended Complaint, Moog would meet and confer with Defendants as required
 7 under the Local Rules to determine if any resolution can be reached;

8 WHEREAS, the Parties agree that Defendants would have 21 days to respond
 9 to any Amended Complaint filed by Moog, including any amended counterclaims
 10 responsive to the Court's MTD Order, with the 21 day period commencing upon the
 11 later of: 1) the Court's ruling on Moog's forthcoming Motion for Leave to File an
 12 Amended Complaint; or 2) the entry of any Amended Complaint filed by Moog.¹

13 NOW THEREFORE, subject to the Court's approval, the Parties stipulate
 14 and agree as follows:

- 15 1. In lieu of an Amended Complaint filed by May 10, 2023 solely in
 16 response to the limited leave granted in the Court's MTD Order,
 17 Moog may file on or before May 20, 2023 a Motion for Leave to File
 18 an Amended Complaint by which Moog can seek to add additional
 19 claims or parties to this lawsuit, unless the Parties stipulate (subject to
 20 the Court's approval) on or prior to that date that Moog may file the
 21 Amended Complaint, in which case Moog would file an Amended
 22 Complaint instead of a Motion for Leave to Amend;
- 23 2. Defendants may oppose Moog's forthcoming Motion for Leave to
 24 File an Amended Complaint in the ordinary course and under the
 25 procedures set forth under the Local Rules;
- 26 3. Defendants' deadline to respond to any Amended Complaint filed by
 27

28 ¹ This stipulation is made without prejudice to Defendants' ability to seek leave for
 additional time to respond to Moog's Amended Complaint.

1 Moog (including Skyrise's deadline to file any Amended
2 Counterclaims), is 21 days from the later of: a) the Court's ruling on
3 Moog's forthcoming Motion for Leave to File an Amended
4 Complaint; or b) the entry of any Amended Complaint filed by Moog.
5

6 **IT IS SO STIPULATED.**
7

8 Dated: April 27, 2023
9

10 SHEPPARD, MULLIN, RICHTER &
11 HAMPTON LLP

12 By: /s/ Kazim A. Naqvi
13 Kazim A. Naqvi
14 Counsel for Plaintiff and Counterdefendant
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15 LATHAM & WATKINS LLP

16 By: /s/ Gabriel S. Gross
17 Gabriel S. Gross
18 Counsel for Defendant and Counterclaimant
Skyrise, Inc.

19 ZWEIBACK Fiset & ZALDUENDO LLP

20
21 By: /s/ Scott D. Tenley
22 Scott D. Tenley
23 Counsel for Defendant Robert Alin
Pilkington

24 HALPERN MAY YBARRA & GELBERG
25 LLP

26 By: /s/ Grant B. Gelberg
27 Grant B. Gelberg
28 Counsel for Defendant Misook Kim

ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4, I, Kazim A. Naqvi, attest that
concurrence in the filing of this document has been obtained by all its signatories.

Dated: April 27, 2023

/s/ Kazim A. Naqvi